

Resolution authorizing the City Manager or designee to execute a Memorandum of Understanding with Guadalupe-Blanco River Authority for joint development of water supply projects.

WHEREAS, the City of Corpus Christi, Texas (“City”) is a home-rule municipal corporation created under the authority of the Constitution of the State of Texas; and,

WHEREAS, the Guadalupe-Blanco River Authority (“GBRA”) is a conservation and reclamation district created under the authority of Article 16, Section 59 of the Constitution of the State of Texas, consisting of that part of the State of Texas lying within the boundaries of Kendall, Hays, Comal, Guadalupe, Caldwell, Gonzales, DeWitt, Victoria, Refugio, and Calhoun Counties; and

WHEREAS, the City, and GBRA (collectively, the “Project Partners”) recognize that many parts of Texas, including portions in their respective service areas, are experiencing rapid growth, both in population and in the number of businesses and industries locating therein, which have significantly increased the need for water and for wastewater services; and

WHEREAS, the persistent drought in Texas underscores the need for creative planning and the implementation of creative solutions to meet current and future water and wastewater needs; and

WHEREAS, the Project Partners recognize they can best serve their respective basins by long-term planning efforts and initiatives that will focus, where appropriate, on solutions to water and wastewater needs that are regional or that transcend their service area boundaries; and,

WHEREAS, the Project Partners recognize that cooperative efforts are necessary to secure firm, long-term drought-proof water supplies for the contiguous Coastal Bend, which stretches along the Texas coast from Brazoria to Nueces County; and

WHEREAS, the Project Partners recognize the potential that seawater from the Gulf of Mexico represents for a limitless, drought-proof source of water supply and have taken the lead in efforts to bring seawater desalination to Texas.

NOW, THEREFORE, the Authorities agree to institute long-term regional and trans-boundary planning processes and initiatives to address the water and wastewater needs in areas of mutual concern, as follows:

**ARTICLE I
OBJECTIVES AND ACTIONS**

Within their contiguous and proximate areas, the Project Partners shall:

1.1 Work to identify additional Project Partners and areas which may be best served by joint effort, or regional or trans-boundary projects, including seawater desalination;

1.2 Identify sources of water, funding, and other resources that would be the most efficient resources for such projects, including seawater desalination;

1.3 Identify sources of water supply, including but not limited to water rights held by GBRA that could be integrated into a regional distribution system that would be the most efficient and cost-effective means of funding and developing regional or trans-boundary projects;

1.4 Develop criteria for joint planning efforts;

1.5 Gather and share data as they deem appropriate to the purposes of the Memorandum of Understanding;

1.6 Within the limits of each Project Partners' statutory authority and where appropriate to the purposes of this Memorandum of Understanding, carry out joint planning, financing, construction, and operation of cooperative, regional or inter-territorial projects; and,

1.7 Cooperate in the legislative and regulatory processes to address the issues necessary to carrying out the purposes of this Memorandum of Understanding.

ARTICLE II GENERAL PROVISIONS

2.1 The Effective Date of this Memorandum of Understanding shall be date when the last signer below is shown to have signed the Memorandum.

2.2 The City Council or Board of Directors of each Project Partner shall review the accomplishments made under this Memorandum of Understanding and the desirability of its continued existence every four years; provided, however, that any of the undersigned Project Partners may withdraw from this Memorandum by giving not less than 30 days written notice of withdrawal to the other Project Partners. In the event of the withdrawal of one signatory Project Partners, this Memorandum will remain in force and effect between the remaining signatory Authorities unless terminated.

2.3 This Memorandum of Understanding anticipates the addition, by mutual agreement, of additional Project Partners on such terms and conditions as the current Project Partners agree; provided, however, that any of the undersigned Project Partners may withdraw from this Memorandum by giving not less than 30 days written notice of withdrawal to the other Project Partners. In the event of the withdrawal of one signatory Project Partners, this Memorandum will remain in force and effect between the remaining signatory Authorities unless terminated.

WITNESS OUR SIGNATURES on the dates indicated below:

The City of Corpus Christi

By: _____
RONALD L. OLSON, City Manager

Date Signed: _____

Guadalupe-Blanco River Authority

By: _____
W.E. WEST, JR., General Manager

Date Signed: _____

By: _ OSCAR H. FOGLE, Chairman

Date Signed: _____